

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

GARY ROSS,

Plaintiff,

v.

NORTHSIDE HOSPITAL, INC.,

Defendant.

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CIVIL ACTION NO.  
1:21-cv-2498-AT

**ORDER APPROVING SETTLEMENT**

This matter is before the Court on a Joint Motion for Approval of Settlement Agreement [Doc. 9] (the “Joint Motion”).

The Court has reviewed the parties’ written Proposed Settlement and Release Agreement (“Settlement Agreement,” Doc. 9-1), which was filed with the Joint Motion, to determine its adequacy and consistency with the requirements of the Fair Labor Standards Act (“FLSA”). *See Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). Based on its review of the parties’ agreement and the record in this case, the Court concludes: (1) the terms of the Settlement Agreement are fair and reasonable and represent an adequate resolution of this action; (2) the fees charged by Plaintiff’s counsel are reasonable; and (3) the terms of the Settlement Agreement were reached in an adversarial context with the assistance of legal counsel.

Upon consideration of the parties' Joint Motion, the Court **ORDERS** that the payment of the settlement amounts referenced in the Settlement Agreement shall be made as provided in the Settlement Agreement, and the costs of litigation, including attorneys' fees, shall be paid as set forth in the Settlement Agreement.

Accordingly, the Court **GRANTS** the Joint Motion [Doc. 9], **APPROVES** the parties' Settlement Agreement, and hereby **DISMISSES** this case with prejudice. However, the Court **SHALL** retain jurisdiction over this matter until the payment terms set forth in Paragraph 1 of the Settlement Agreement have been fulfilled.

**IT IS SO ORDERED** this 20th day of October, 2021.



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**AMY TOTENBERG**  
**UNITED STATES DISTRICT JUDGE**